

ORDINANCE NO. \_\_\_\_\_

BILL NO. 87 (2016)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT WITH THE STATE OF HAWAII, CITY AND COUNTY OF HONOLULU, AND COUNTY OF KAUAI FOR LEGAL SERVICES RELATING TO THE INTEREST ARBITRATION HEARING OF THE CONTESTED ARTICLES OF THE BARGAINING UNIT 11 (FIRE FIGHTERS) COLLECTIVE BARGAINING AGREEMENT, AND TO ENTER INTO AN EXPERT CONSULTING AND SUPPORT SERVICES AGREEMENT WITH THE STATE OF HAWAII, CITY AND COUNTY OF HONOLULU, COUNTY OF KAUAI, AND COUNTY OF HAWAII FOR CONSULTATION SERVICES RELATING TO THE INTEREST ARBITRATION HEARING OF THE CONTESTED ARTICLES OF THE BARGAINING UNIT 11 (FIRE FIGHTERS) COLLECTIVE BARGAINING AGREEMENT

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Purpose. The State of Hawaii, City and County of Honolulu, County of Maui, and County of Kauai (hereinafter referred to as "Employer Group") anticipate that the contested articles of the Bargaining Unit 11 collective bargaining agreement will be decided by an arbitration panel, pursuant to §89-11, Hawaii Revised Statutes. The matter is entitled Hawaii Labor Relations Board Case No. I-11-157, In the Matter of Hawaii Fire Fighters Association, IAFF, Local 1463, AFL-CIO, and David Y. Ige, et al.

The Employer Group wishes to be jointly represented by special counsel and to equally share in the fees and costs for said special counsel. Each member of the Employer Group will execute a Cooperative Purchasing Agreement with the County of Maui. An example of the proposed Cooperative Purchasing Agreement between the County of Kauai and County of Maui is attached hereto and incorporated herein by reference as Exhibit "1."

The Employer Group and County of Hawaii wish to retain Patrick Kilbourne of the Berkeley Research Group to provide consulting and support services. An Expert Consulting and Support Services Agreement between the members of the Employer Group and the County of Hawaii is attached hereto and incorporated herein by reference as Exhibit "2" (with internal exhibits omitted).

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.

SECTION 2. Council authorization. Pursuant to Section 2.20.020, Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to execute the Agreements, all other necessary documents relating to the Agreements, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
GARY Y. MURAI  
Deputy Corporation Counsel  
County of Maui

Lit 5632 COW-1(42) Bill 87 Revised Ord re Intergovernmental Agreement  
2016-1133 PAF 16-144 COW-1(42) Bill 87 Revised Ord re Intergovernmental Agreement

**COOPERATIVE PURCHASING AGREEMENT  
SPECIAL DEPUTY SERVICES FOR INTEREST ARBITRATION**

- I. **PURPOSE** of this Agreement is to provide government entities with the opportunity to participate in a multi-jurisdictional cooperative contract. It is a means by which government entities subject to HRS chapter 103D, may join together in order to achieve cost-effective and efficient acquisition of quality goods or services. Additional benefits of the cooperative procurements are the potential administrative and contract management savings of a single cooperative contract, rather than multiple contracts for various governmental entities.
- II. **EFFECTIVE DATES OF THIS AGREEMENT** shall remain in effect until the term of the contract, identified in Section V, has expired or been extended, or has been terminated for cause.
- III. **SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION:** The County of Maui is authorized by agreement of the participants to act as the procurement officer for this multi-jurisdictional cooperative solicitation, resulting in a master contract, pursuant to Chapter 103D, Hawaii Revised Statutes (HRS) and Chapter 3-128 Hawaii Administrative Rules (HAR) for the following services described. Jurisdictions will only be allowed to join prior to effective date of the master contract.
- IV. **TYPE OF CONTRACT: OPTIONAL**  
Purchasing agencies of the jurisdiction named in Section VII are not required, but may use the resulting contract.
- V. **TERM OF THE CONTRACT:** Tentatively, the master contract is scheduled to be effective add dates with an option to extend for as extensions.
- VI. **POINT OF CONTACT INFORMATION:** Provide contact information below for response to inquiries regarding this cooperative purchasing agreement or regarding the resulting master contract.

**Cooperative Purchasing Agreement (CPA)**

Name: Janine Rapozo  
Phone Number: (808) 241-4915  
E-Mail Address: jrapozo@kauai.gov

**Master Contract (if different than CPA contact)**

Name: Greg King  
Phone Number:  
E-Mail Address: Greg.King@co.maui.hi.us

- VII. **PARTIES TO THIS AGREEMENT** have affixed their signatures in execution of this Agreement.

County of Kauai

County of Maui

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: Ken Shimonishi

Name: Insert name

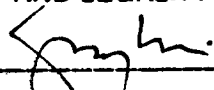
Title: Chief Procurement Officer

Title: Chief Procurement Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGALITY**

  
\_\_\_\_\_  
**GARY Y. MURAI**  
Deputy Corporation Counsel  
County of Maui

## **EXPERT CONSULTING AND SUPPORT SERVICES AGREEMENT**

### **Hawai'i Interest Arbitration 2016 - Bargaining Unit 11 "Firefighters"**

This agreement will confirm that the State of Hawai'i, the County of Hawai'i, the City and County of Honolulu, the County of Kaua'i, and the County of Maui ("Client group") have agreed to retain and engage Berkeley Research Group, LLC ("BRG") to provide expert consulting and support service(s) in the Hawai'i Interest Arbitration 2016 – Bargaining Unit 11 ("Matter").

Patrick Kilbourne ("Expert") will provide expert consulting services and will lead this engagement. Should Expert require support in order to perform tasks required by this engagement efficiently, Expert will utilize the support staff of BRG. If specific support is required which cannot reasonably be provided by the support staff of BRG, Expert may employ or contract for additional support personnel. Client group acknowledges that Expert's opinions are independent and objective, and not necessarily those of other employees or affiliates of BRG. It is understood that prior to the submission of any statement describing the nature of any opinions of Expert in this matter to any third party, Expert will be provided with the opportunity to review such statement for accuracy.

Client group shall compensate BRG for professional services provided, which shall include Expert's fees and backup support hourly fees. In addition to professional fees, Client group will reimburse BRG for direct external project-related expenses and taxes. Expert's hourly billing rate is \$540.00. BRG hourly billing rates are set forth on Attachment "A". Professional fees are estimated to be \$85,000.00 for this Matter. Client group agrees to share equally all Professional fees and costs incurred for this Matter.

A copy of BRG's Standard Commercial Terms, which Client group accepts and which is incorporated herein, is attached.

The Client group has had the opportunity to investigate and verify Mr. Kilbourne's credentials and agrees that Mr. Kilbourne is qualified to perform the services described in this agreement.

BRG and Expert shall not disclose any confidential or privileged information to any third party; provided, however, that BRG and Expert may disclose confidential or privileged information (a) to BRG's employees, affiliates, vendors or agents who provide services in connection with this engagement, (b) with Client group's written consent, or (c) when legally required to do so. Both parties agree that confidential and proprietary information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to Client group. Should a written report be required in this matter, Client group agrees to provide Expert access to all relevant documents which Expert identifies within a timeframe requested by Expert that is sufficient for Expert to prepare any report.

This agreement may be executed in one or more counterparts, each of which may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document.

Client group or BRG may terminate this engagement upon seven (7) days' written notice.

This agreement shall be interpreted under the laws of the State of Hawai'i. Any litigation under this agreement shall be resolved in the trial courts of Hawai'i County, State of Hawai'i.

AGREED AND ACCEPTED:

COUNTY OF HAWAI'I

COUNTY OF MAUI

By \_\_\_\_\_  
Name: Christopher Schlueter  
Title: Deputy Corporation Counsel

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY AND COUNTY OF HONOLULU

STATE OF HAWAI'I

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

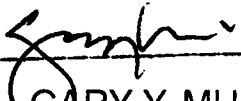
Dated: \_\_\_\_\_

COUNTY OF KAUAI

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY

  
\_\_\_\_\_  
GARY Y. MURAI  
Deputy Corporation Counsel  
County of Maui

DIGEST

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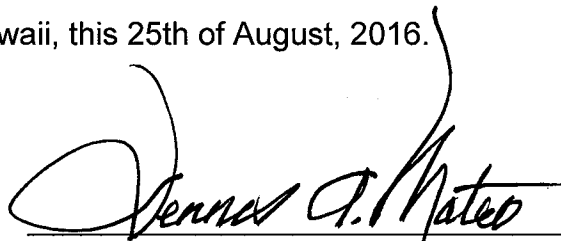
This bill proposes to authorize the Mayor to enter into an intergovernmental agreement, pursuant to Section 2.20.020, Maui County Code, with the other members of the Employer Group for legal services relating to an arbitration regarding the Bargaining Unit 11 collective bargaining agreement; and to authorize the Mayor to enter into an intergovernmental agreement with the other members of the Employer Group and the County of Hawaii for consultation services relating to the arbitration.

I, DENNIS A. MATEO, County Clerk of the County of Maui, State of Hawaii, DO HEREBY CERTIFY that the foregoing BILL NO. 87 (2016) was passed on First Reading by the Council of the County of Maui, State of Hawaii, on the 23rd day of August, 2016, by the following vote:

AYES: Councilmembers Gladys C. Baisa, Robert Carroll, Eleanora Cochran, Donald G. Couch Jr., S. Stacy Crivello, G. Riki Hokama, Michael P. Victorino, Vice-Chair Donald S. Guzman, and Chair Michael B. White.

NOES: None.

DATED at Wailuku, Maui, Hawaii, this 25th of August, 2016.

A handwritten signature in black ink, reading "Dennis A. Mateo", is written over a horizontal line.

DENNIS A. MATEO, COUNTY CLERK  
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County Clerk, County of Maui, for use and examination by the public.